

by Defendant shall not be deemed to be, or construed as, an admission of Defendant's liability or an admission as to the truthfulness of the allegations in the *Charge* or in the *Complaint*. Defendant denies the allegations in the *Complaint* and denies any wrongdoing with regarding the allegations contained in the *Charge* and *Complaint*.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is **ORDERED, ADJUDGED AND DECREED** that:

1. This *Consent Decree* resolves all issues raised in EEOC Charge No. 450-2014- 00701. This *Consent Decree* further resolves all remaining issues in the *Complaint* filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced *Charge* and *Complaint*. The EEOC does not waive processing or litigating charges other than the above-referenced *Charge*.

2. During the term of this *Consent Decree*, Defendant, its officers, agents, successors and other persons in active concert or participation with it, or any of them, are enjoined from any employment practice which violates the AMERICANS WITH DISABILITIES ACT relating to reasonable accommodation, and Defendant further agrees not to retaliate in any way against any person because of opposition to any practice declared unlawful under the AMERICANS WITH DISABILITIES ACT OF 1990, as amended, or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.

3. The Defendant shall post the *Notice* appended hereto as Attachment "A" on the employee bulletin board at Defendant's Dallas, Texas, facility, within thirty (30) days after the entry of this *Consent Decree*. Defendant will report to

the EEOC that it has complied with this requirement within 14 days after posting the *Notice*. The *Notice* shall remain posted during the term of this *Consent Decree*.

4. During the year that this *Consent Decree* is in effect, Defendant agrees to conduct training for all supervisors and managers at Defendant's Dallas, Texas Support Center facilities, advising them of the requirements and prohibitions of the ADA. During this training, the Defendant agrees to redistribute its policy on Interactive ADA Reasonable Accommodation Process to all participants, and will provide training on the specific provisions of the Reasonable Accommodation Process. The training also will inform the participants of the complaint procedures for individuals who believe that they are being discriminated against by Defendant. This training will also advise managers and supervisors of the potential consequences imposed upon Defendant for violating the ADA.

5. The training shall be at least one (1) hour in duration. Within twenty (20) days following the end of the month of training, Defendant shall submit to the EEOC confirmation that the training was provided, a copy of each certificate of completion, and a copy of all materials used in conjunction with the training (if any) and/or access to the online training program.

6. Any non-compliance by managers and supervisors with the requirements of the company's policies for reasonable accommodation are subject to the corrective measures provided for by the company's policies for non-compliance. Defendant shall communicate this policy to all of their supervisors and managers at Defendant's Dallas, Texas Support Center facilities.

7. Defendant shall advise all owners, managers, and supervisors at Defendant's Dallas, Texas Support Center facilities of their duty to actively monitor their worksites to ensure employees' compliance with the company's

policy against discrimination on the basis of disability, and to report any incidents and/or complaints of discrimination, on the basis of disability, of which they become aware to the persons charged with handling such complaints.

8. Defendant shall maintain a written log of all complaints of disability discrimination made at its Dallas, Texas facility. This log will include the date of the complaint, the substance of the complaint, the employee making the complaint, the person about whom the complaint is made and the result of all investigations conducted into claims of discrimination. Defendant will submit copies of this log to the Equal Employment Opportunity Commission on an annual basis during the term of this Consent Decree. The log will be sent quarterly to Joel Clark, Senior Trial Attorney, EEOC, 207 South Houston Street, Third Floor, Dallas, Texas 75202.

9. Defendant shall remove from any files relating to Alisia Beasley all documents, entries and references relating to the matters underlying the issues leading to the underlying *Charge* and this lawsuit.

10. Defendant agrees to pay to Alisia Beasley the full and final sum of twenty-five thousand (\$25,000.00). No deductions shall be made, and a 1099 shall issue for the amount of \$25,000.00. The payment referenced above, shall be made within 14 days after the entry of this *Consent Decree* by check made payable to Alisia Beasley. Defendant agrees to report to the EEOC within 30 days of entry of this *Consent Decree* regarding its compliance with this paragraph.

11. All reports to the EEOC required by this *Decree* shall be sent to Joel Clark, Senior Trial Attorney, EEOC, 207 South Houston Street, Third Floor, Dallas, Texas 75202.

12. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraphs above, Defendant shall, as applicable:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

13. Neither the EEOC nor Defendant shall contest the validity of this *Consent Decree* nor the jurisdiction of the federal district court to enforce this *Consent Decree* and its terms or the right of either party to the *Consent Decree* to bring an enforcement action upon breach of any term of this *Consent Decree* by either such party. Nothing in this *Consent Decree* shall be construed to preclude the EEOC from enforcing this *Decree* in the event that Defendant fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the *Consent Decree* through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this *Consent Decree*. EEOC will notify Defendant in writing of any violation or alleged violation of this *Consent Decree*.

14. The parties to this *Consent Decree* agree to bear their own costs and attorney's fees associated with the above-referenced *Complaint*.

15. The term of this *Consent Decree* shall be for one (1) year from the date of entry.

SO ORDERED, ADJUDGED AND DECREED this 30th day of
November _____, 2017.


UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

**FOR THE PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:**

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

/s/ Robert A. Canino
ROBERT A. CANINO
Regional Attorney
Oklahoma Bar No. 011782

/s/ Suzanne M. Anderson
SUZANNE M. ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470

/s/ Joel Clark
JOEL CLARK
Senior Trial Attorney
Texas State Bar No. 24050425

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Dallas District Office
207 South Houston Street 3rd Floor Dallas, Texas 75202
Tel No. (214) 253-2743
Fax No. (214) 253-2749

FOR THE DEFENDANT ACCENTCARE, INC.

/s/ John L. Ross

JOHN L. ROSS

Texas State Bar No. 17303020

CHANTEL L. LEE

Texas State Bar No. 24081001

THOMPSON, COE, COUSINS & IRONS, L.L.P.

700 North Pearl Street

Suite 2500

Dallas, Texas 75201

Telephone: (214) 871-8200

Fax: (214) 871-8209

ATTACHMENT A **Page A-1**

NOTICE TO ALL EMPLOYEES

This NOTICE will be conspicuously posted for a period of one (1) year on the AccentCare, Inc. employee bulletin boards at AccentCare, Inc.'s Dallas, Texas facility. It must not be altered, defaced, or covered by any other material.

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of the Americans With Disabilities Act of 1990, as amended, and the Equal Employment Opportunity Commission's guidelines and to reiterate AccentCare's policy on disability discrimination. Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lower overall employee morale and productivity. It is the policy of AccentCare that discrimination is unacceptable and will not be condoned.

SCOPE: This policy extends to all employees of AccentCare, Inc. both management and non- management.

POLICY: AccentCare hereby reissues its Interactive ADA Accommodation Policy (ACHR-VI.18), as posted in the Policy and Procedures Manual.

It is the policy of AccentCare to reasonably accommodate the disabilities of our otherwise qualified employees and applicants with disabilities, except when such accommodation would cause an undue hardship. Reasonable accommodations will be determined through a good faith interactive process.

Some examples of reasonable accommodation may, in appropriate circumstances, include:

- Providing an employee with leave to receive treatment or attend medical appointments;
- Making existing facilities used by employees readily accessible to, and usable by, an individual with a disability;
- Job restructuring;
- Modifying work schedules;
- Reassigning an employee to a vacant position;
- Acquiring or modifying equipment or devices; or
- Providing qualified readers or sign language interpreters

If an employee or applicant needs a reasonable accommodation in order to perform the essential functions of his/her job, the employee or applicant must specifically ask for an accommodation or change. This can be oral or written. Disabled employees or applicants should engage in the interactive process to identify a reasonable accommodation that may not always be the disabled employee's or applicant's preferred accommodation.

RESPONSIBILITY: Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statute, rules, and regulations regarding discrimination and retaliation. Employees are expected to read, understand, and follow the policies that AccentCare has established to prevent discrimination and retaliation.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to discrimination is expected to report the conduct as soon as possible to either that person's immediate supervisor, any supervisor or manager with AccentCare, Inc. or to the Human Resources Department. The Human Resources Department may be contacted by telephone at _____. Supervisors and managers who are informed of an alleged incident of discrimination, including failure to reasonably accommodate under the ADA, must immediately notify AccentCare's Human Resources Department. A person either, alternatively or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 207 South Houston, Dallas, Texas 75202; (214) 253-2700. Information about your rights and how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be promptly undertaken by AccentCare's Human Resources Department. The investigation may include interviews of all employees and supervisors at the facility, the inspection of documents, including personnel records, and full inspection of the premises.

PUNISHMENT FOR VIOLATION: After appropriate investigation, any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate corrective action and discipline as deemed appropriate under the circumstances by AccentCare, Inc., including possible termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices, or has filed a charge of discrimination, or has given testimony,

assistance, or has participated in any manner in any investigation, proceeding or hearing under The Americans With Disabilities Act of 1990, as amended. AccentCare, Inc. will not punish you for reporting discrimination simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident constitutes discrimination requires a determination based on all available facts. AccentCare, Inc. will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF ONE (1) YEAR.

Signed this _____ day of _____, 201____.

M'LISS KANE
VICE PRESIDENT LEGAL
FOR ACCENTCARE, INC.